

The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ALONZO PRICE-HOLT,

Plaintiff,

vs.

ZSOLT DORNAY, JESSE THOMAS, THE  
SEATTLE POLICE DEPARTMENT, THE  
CITY OF SEATTLE AND CHIEF  
KATHLEEN O'TOOLE,

Defendants.

No. 2:17-CV-01357-JLR

RULE 68 OFFER OF JUDGMENT

Defendant City of Seattle on behalf of The Seattle Police Department,<sup>1</sup> Chief Kathleen O'Toole,<sup>2</sup> Officer Zsolt Dornay, and Officer Jesse Thomas, offers Plaintiff to take judgment against the City of Seattle in this action under Rule 68 of the Federal Rules of Civil Procedure for the total sum of One Hundred Thousand and One Dollars (\$100,001.00), plus reasonable costs and attorneys' fees

<sup>1</sup> While the Seattle Police Department is named as a defendant in the caption, it is a non-suable entity. *See, e.g., Heinemann v. Port of Seattle Police*, 2012 WL 5457172 (W.D. Wash. Nov. 8, 2012) (explaining that a police department is not a "person" subject to suit under Section 1983).

<sup>2</sup> While the former Chief of Police is named as a defendant in the caption, she was not properly served with process in her personal capacity and is the same as the City of Seattle in her official capacity. *See Brandon v. Holt*, 469 U.S. 464, 471-73, 105 S.Ct. 873, 83 L.Ed.2d 878 (1985); *Stringer v. Woolsey*, 495 F. App'x 838, 840 (9th Cir. 2012).

1 that have accrued in this case up to the date of this offer. This is an offer to settle the whole case,  
2 specifically intending that judgment shall be in full satisfaction of all federal and state claims or rights  
3 that plaintiff may have to any and all damages, or any other form of relief, arising out of the alleged  
4 acts or omissions of any of the defendants that are, were, or could have been named in this action  
5 (including the City of Seattle, the Seattle Police Department, Chief Kathleen O'Toole, Officer Zsolt  
6 Dornay, and Officer Jesse Thomas) or any official, employee, or agent, either past or present, of the  
7 City of Seattle, or any agency thereof including, but not limited to, the Seattle Police Department, in  
8 connection with the facts and circumstances that are the subject of this action.

9 This offer of judgment is made for the purposes specified in Rule 68 and is not to be construed  
10 as an admission of liability by any defendant, or any official, employee, or agent of the City of Seattle,  
11 or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

12 Acceptance of this offer of judgment will act to release and discharge the City of Seattle, the  
13 Seattle Police Department, Chief Kathleen O'Toole, Officer Zsolt Dornay, and Officer Jesse Thomas,  
14 as well as their successors or assigns; and all past and present officials, employees, representatives  
15 and agents of the Seattle Police Department and the City of Seattle, or any other agency thereof, from  
16 any and all claims that were or could have been alleged by Plaintiff in the above-referenced action.  
17 Upon acceptance of this offer, judgment shall be entered against the City of Seattle only.

18 Upon acceptance of this offer, the remaining defendants, the Seattle Police Department, Chief  
19 Kathleen O'Toole, Officer Zsolt Dornay, and Officer Jesse Thomas, shall be dismissed from this  
20 action with prejudice and without judgment by way of a stipulated order of dismissal. The judgment  
21 shall contain and recite the terms and conditions set forth herein. Plaintiff must accept this offer as to  
22 all Defendants in order to bind any one Defendant.

1 Evidence of this offer is not admissible except in a proceeding to determine reasonable costs and  
2 attorneys' fees that have accrued in this case up to the date of this offer.

3 For purposes of determining whether a subsequent judgment finally obtained in favor of  
4 Plaintiff is more favorable than this offer if not accepted, Defendants stipulate that the judgment to  
5 be measured against the current offer would be the total sum of recovery of any and all damages  
6 awarded to Plaintiff on any claims or causes of action in the aggregate whether against one Defendant,  
7 or more than one Defendant in this matter.

8 Under Rule 68, if this offer is not accepted within fourteen days of the date of the offer of  
9 judgment, this offer is deemed withdrawn and cannot then be accepted by Plaintiff.

10  
11  
12  
13 DATED: 10/23/2018

s/ Brenda Bannon

Brenda Bannon  
Attorney for Defendant Dornay

15 DATED: 10/23/2018

s/ Ghazal Sharifi

Ghazal Sharifi  
Attorney for Defendants Thomas and  
the City of Seattle

18 DATED: 10/30/2018

s/ Jesse Valdez

Jesse Valdez  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I certify that on October 23, 2018, I served the foregoing document on the following persons via electronic mail:

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***Attorney for Defendant Zsolt Dornay:***

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Seattle, WA 98104

*s/ Ghazal Sharifi*

Ghazal Sharifi, Assistant City Attorney